

Electronically Recorded

Tarrant County Texas

Official Public Records

11/24/2009 11:56 AM

D209309196



PGS 4 \$28.00

Suzanne Henderson

Submitter: SIMPLIFILE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS

§
§

COUNTY OF TARRANT §

AMENDMENT OF OIL AND GAS LEASE

This Amendment of Oil and Gas Lease ("Amendment") is entered into by and between the City of Dalworthington Gardens, a General Law city of the State of Texas located within Tarrant County, Texas ("Lessor"), and XTO Energy Inc., a Delaware Corporation ("Lessee"), whose address is 810 Houston Street, Fort Worth, Texas 76102.

WHEREAS, Lessor and Lessee entered into that certain Oil and Gas Lease dated December 17, 2007, and recorded as Document Number D207447638 of the Official Public Records of Tarrant County, Texas (the "Lease"), covering 77.866413 acres, more or less, located in Tarrant County, Texas, and being more fully described in the Lease, and

WHEREAS, Lessor and Lessee desire to amend the Lease as set forth herein.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Paragraph 4 is deleted in its entirety and replaced with the following provision:

"4.
POOLING

Lessee, at its option, is hereby given the right to pool or combine all, but not less than all, of the leased premises or any portion thereof as to oil and gas, or either of them with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when it is necessary or advisable to do so in order to properly develop, produce and operate said leased premises in compliance with the spacing rules of the appropriate lawful authority, or when to do so would promote the conservation of oil and gas in and under and that may be produced from said leased premises. Units pooled for oil and/or gas hereunder shall not exceed six hundred and forty (640) acres, plus a 10% tolerance, without Lessor's consent. In the event Lessee, under the provisions hereof, pools or combines acreage covered by this Lease, or any portion thereof as above provided, as to oil in any one or more strata and as to gas in any one or more strata, Lessee shall be obligated to at least pool all of lands described in the attached Exhibit "A" in to one or more units. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this Lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing the pooled acreage as a pooled unit and Lessee shall provide Lessor with a copy of any and all documents filed with any regulatory authority or recorded in the records of any county within thirty (30) days of filing such documents. Upon the recordation of the unit in the county records the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. In the event of operations for drilling on or production of oil or gas from any pooled unit which includes all or a portion of the land covered by this Lease, such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this Lease whether or not the well or wells be located on the premises covered by this Lease. For the purposes of computing royalties, there shall be allocated to the land covered by this Lease and included in said unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be on oil and gas, or either of them, so allocated to the land covered by this Lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from this Lease or oil pooled unit from

which it is producing and not as production from a gas pooled unit, and production from a gas well will be considered as production from this Lease or gas pooled unit from which it is producing and not from an oil pooled unit. Any units formed may be amended, re-formed, reduced or enlarged by Lessee at its election at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the public office in which the pooled acreage is located; provided however, such units shall never exceed the size permitted herein without the written consent of Lessor. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production payment which may become payable under this Lease. If this Lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. No part of the Leased Premises may be included in a pooled unit unless all of the Leased Premises is included in the unit."

2. Paragraph 5 is deleted in its entirety and replaced with the following:

"5.

CONTINUOUS DRILLING OF WELLS

A. Operations. If, at the expiration of the primary term, oil or gas is not being produced from the Leased Premises or on acreage pooled therewith, but Lessee has commenced the drilling of a well in a pooled unit including the Leased Premises, this Lease will not terminate but will remain in effect for so long thereafter as operations are carried out with due diligence with no cessation of more than 90 days, and if the operations result in the production of oil or gas, the Lease shall remain in force as otherwise provided herein. For the purposes of this paragraph 5, the term "Operations" means operations for any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well in search for or in the endeavor to obtain production of oil or gas.

B. Depth Release. After two years from the expiration of the primary term, this lease will terminate to all depths 100 feet below the stratigraphic equivalent of the base of the deepest producing formation.

C. Temporary Cessation of Production. After production is established, if the production ceases from any cause, this Lease will terminate unless Lessee commences operations for reworking on the well or drilling a replacement well within 90 days after the cessation of production, in which case this Lease will continue in force as long as the operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in production, so long thereafter as there is production."

3. Paragraph 6 is deleted in its entirety.

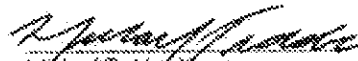
Except as amended by this Amendment of Oil and Gas Lease, the Lease is and remains in full force and effect as originally written.

IN WITNESS WHEREOF, this instrument is executed and made effective as of the date set forth in the acknowledgment of Lessor below.

Lessor:

City of Dalworthington Gardens, Texas

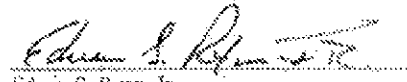
By:


Michael Tedder, Mayor

Lessee:

XTO Energy Inc

By:



Edwin S. Ryan, Jr.,
Senior Vice President—Land Administration

61

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared MICHAEL TEDDER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the CITY OF DALWORTHINGTON GARDENS, TEXAS, a municipal corporation of the State of Texas, Tarrant County, Texas, and as the Mayor thereof, and for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of November 2009.

Elizabeth H. Rogers
Notary Public in and for
The State of Texas

My Commission Expires

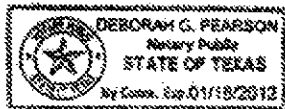
Notary's Printed Name

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 20 day of November 2009 by Edwin S. Ryan, Jr, Senior Vice-President--Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of November 2009.



Deborah G. Pearson
Notary Public in and for
The State of TEXAS

Deborah G. Pearson
Notary's Printed Name 01/18/2012

My Commission Expires